

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

SanMedica International, LLC,

Plaintiff,

v.

Nutronics Labs, Inc.,
Nutronics Laboratories, LLC,
Richard Lentini, and
John Does 1-10,

Defendants.

Case No. _____

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff SanMedica International, LLC (“SanMedica” or “Plaintiff”), through the undersigned counsel, sues, Nutronics Labs, Inc., Nutronics Laboratories, LLC, and Richard Lentini, (collectively “Nutronics”) and presently unknown parties whose identities will be revealed during discovery, and who or which are denominated “John Does 1-10” in this Complaint, for false advertising and unfair competition under the Lanham Act, false advertising under Illinois law, and unfair competition under Texas law, and declaratory and injunctive relief and allege as follows:

SUMMARY OF ALLEGATIONS

SanMedica markets and sells SeroVital®-hgh (“SeroVital” or “SeroVital-hgh”), which has been shown in a double-blind, clinical trial to increase human growth hormone (hGH) levels in men and women over the age of 18 by over 682% on average after a single dose. SanMedica spent significant time and resources developing the formula for SeroVital-hgh and assuring that the claims it makes about SeroVital-hgh are true. Indeed, the double-blind, placebo controlled clinical trial, which was conducted at a top United States university research laboratory, specifically demonstrated that SeroVital-hgh increases hGH levels by a mean level of 682%.

Nutronics, on the other hand, is making false claims about its purported growth hormone products, giving Nutronics an illegal and unfair advantage over SanMedica's SeroVital-hgh. Nutronics sells a competing product called IGF-1 Plus. Nutronics further falsely claims that its product results in a host of purported and untested anti-aging benefits, among other false claims. Nutronics does not have substantiation for the claims it makes for IGF-1 Plus.

Nutronics's wrongful conduct has harmed and continues to harm SanMedica because consumers are confused by Nutronics's false claims. In addition, Nutronics has an unfair competitive advantage over SanMedica as it is marketing and selling a substandard product, cheap ingredients, in unproven amounts, while passing the product off as effective and safe.

PARTIES

1. SanMedica is a limited liability company organized and existing under the laws of the State of Utah. Its principal place of business is located at 5742 West Harold Gatty Drive in Salt Lake City, Utah 84116. SanMedica produces, markets, and sells SeroVital-hgh.

2. Nutronics Labs, Inc. is, on information and belief, is a dissolved Illinois corporation. Its principal place of business is listed as at 960 Rand Rd., Ste. 213, Des Plaines, Illinois 60016. The Office of the Illinois Secretary of State lists Nutronics Labs, Inc. as dissolved due to involuntary dissolution on 12/14/12. Nevertheless, Nutronics Labs, Inc. continues to do business and operate as Nutronics Labs

3. Nutronics Laboratories, LLC is, on information and belief, is a dissolved Illinois limited liability company. Its principal place of business is listed as 1154 Kingsdale Rd., Hoffman Estates, Illinois 60169-5205. The Office of the Illinois Secretary of State lists Nutronics Laboratories, LLC as dissolved due to involuntary dissolution on 12/14/12.

Nevertheless, Nutronics Laboratories, LLC continues to do business and operate as Nutronics Labs.

4. Richard Lentini/AKA Rick Lentini/AKA Ricardo Lentini, is an individual resident at 25304 Wentworth Way, San Antonio, Texas 78260-7262. Rick Lentini is the alter ego of Nutronics Labs, Inc. and Nutronics Laboratories, LLC and is doing business under the name Nutronics Labs. Because Nutronics Labs, Inc. and Nutronics Laboratories, LLC are in fact dissolved, Rick Lentini is doing business as himself and as their alter egos under those names and under the name Nutronics Labs.

5. Defendants Does 1-10 are unknown at this time but are believed to be individuals and entities involved in the development, production, marketing, distribution, or sales of the offending products or other related products.

JURISDICTION AND VENUE

6. This is an action for false advertising and unfair competition under the Lanham Act, 15 U.S.C. § 1051 *et seq.*

7. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1367. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

8. The Court has personal jurisdiction over Defendant Lentini as he is a resident of the State of Texas and resides within the Western District of Texas. Because Mr. Lentini is in fact the alter ego of all other Defendants, the Court has personal jurisdiction over them as well.

GENERAL ALLEGATIONS

SanMedica's Product

9. SanMedica markets and sells dietary supplement and cosmetic products, including SeroVital. The ingredients in SeroVital have been shown in a double-blind placebo controlled

clinical trial conducted by a leading United States research university to increase hGH levels in men and women over the age of 18 by over 682%, after a single dose.

10. In addition, SanMedica invests substantial sums to assure that SeroVital is manufactured to very high standards so that it meets or exceeds the quality and other characteristics of the compounds identified in the scientific literature, which support the product's efficacy.

11. SanMedica is so confident in its products that for every product it develops and brings to market, SanMedica offers a 100% money-back guarantee to every consumer. All a consumer needs do if dissatisfied with the products for any reason is to return the unused portion for a full refund.

12. SanMedica sells SeroVital through its own website, print media, and via retail outlets to consumers throughout the United States, including in the Western District of Texas.

13. SanMedica advertises and promotes SeroVital on the Internet, television and in print media.

14. SanMedica has expended a great deal of time, effort, and money to develop and market SeroVital-hgh.

Defendants' False and Misleading Advertising

15. Nutronics sells a product it calls "IGF-1 Plus," which competes with SanMedica's SeroVital.

16. Nutronics falsely markets IGF-1 Plus through a nationwide advertising campaign through Nutronics's websites and other publications. Screenshots obtained from Nutronics' website are attached hereto as Exhibit A and incorporated herein.

17. Under the header “Nutronics Labs IGF-1 Deer Antler Spray Benefits” Nutronics list the following claimed benefits of using IGF-1 Plus:

- “Helps Promote a Powerful Immune System.”
- “Helps Support Heart Function”
- “May Support Healthy Joints”
- “Helps Stimulate Damaged Nerves”
- “Helps Support Healthy Weight Loss Regimens”
- “Helps Promote Building Lean Muscle and Helps Support Improved Recovery After Workouts”
- “Helps Promote Sexual Performance and Function by Raising Libido”

18. Nutronics also claims that “IGF-1 Plus™ is the only all natural steroid free bodybuilding supplement known to man that is safe, and increases muscle size in athletes” and claims that “[t]here has never been a supplement that builds muscle while improving recovery. IGF-1 Plus™ stops the breakdown of muscle while naturally burning fat with no stimulants.”

19. Nutronics claims that IGF-1 Plus is “PROVEN TO BE THE BEST SUPPLEMENT FOR SPORTS PERFORMANCE” and lists the following as “JUST A FEW OF THE BENEFITS OF IGF-1™ PLUS:”

- Helps promote more energy, stamina, and endurance
- Helps support weight loss due to a faster metabolism
- Helps relieve aches and pains, and increase mobility
- Supports stronger bone density, increased strength
- Helps improve Endurance Training (like high altitude training)
- Helps improve joint health from power lifting
- Helps improve recovery from intense training
- Helps build muscle definition & maturity
- Helps reduce belly fat without lean muscle loss
- Acts as an amino acid supplement including all 20 major amino acids

20. In addition, Nutronics makes numerous false, unsubstantiated and illegal claims that IGF-Plus treats a variety of diseases and conditions, including autism, arthritis, sexual dysfunction, fibromyalgia, multiple sclerosis, diabetes, anemia, and plantar fasciitis. For example, on its website, Nutronics has what purports to be article written by a Jane Li-Conrad

titled “PLANTAR FASCIITIS TREATMENT: CAN DEER ANTLER SPRAY HELP?” which represents that IGF-1 Plus does treat plantar fasciitis. Under a section titled “How Can Deer Antler Spray and IGF-1 Help With Plantar Fasciitis Symptoms?” Nutronics claims:

The insulin-like growth factor 1 that is present in deer antler spray can help to not only relieve the inflammation symptoms but to also help promote a faster recovery of the plantar fascia as a natural plantar fasciitis treatment.

Deer antler spray can be used to help enhance your athletic performance, help improve your sex drive, or even help alleviate common medical conditions such as arthritis. Deer antler spray is a powerhouse as a plantar fasciitis treatment since the most common symptoms of this condition are tissue damage and inflammation, both of which can be aided by the natural IGF-1 present in deer antler spray.

21. Nutronics also implies that IGF-1 Plus may treat autism.
22. Nutronics also represents that its product “can help you” if you “suffer from a debilitating ailment (such as fibromyalgia, MS, diabetes, acute inflammation, etc...).”
23. Nutronics represents that: “The health benefits of deer antler spray are numerous” with an imbedded link with the underlined text hotlinking to a Nutronics page that claims among other things that IGF-1 Plus:

PROMOTES THE GROWTH OF MUSCLE MASS... PROMOTES NATURAL HEALING FACTOR... SUPPORTS JOINT HEALTH... PROMOTES HEALTHY SEXUAL FUNCTIONS... can help slow the aging process and possibly even increase longevity due to the IGF-1 present in deer antler velvet... Deer antler velvet can help to alleviate anemia by stimulating the growth of new red blood cells (erythrocytes). Red blood cells are created in our bones by our bone marrow. Deer antler can help to nourish bone marrow which would then stimulate the formation and increase the amount of red blood cells present in the blood.”

24. Nutronics falsely represents that its products, which do not actually contain HGH or cause an increase in HGH, have all the benefits of a real HGH product. For example, Nutronics represents that “Deer antler velvet can help relieve the symptoms of osteoarthritis by

promoting articular cartilage regeneration.” But the study that Nutronics cites to in support of this claim did not test IGF-1 Plus or even IGF-1 alone, but instead administered GH and IGF-1 to rats. Nutronic’s claim that IGF-1 Plus or that IGF-1 alone can have any benefits with respect to osteoporosis is unsupported.

25. Nutronics also falsely represents that:

IGF-1 Plus™ is the only all natural steroid free bodybuilding supplement known to man that is safe, and increases muscle size in athletes. There has never been a supplement that builds muscle while improving recovery. IGF-1 Plus™ stops the breakdown of muscle while naturally burning fat with no stimulants.

26. Nutronics also falsely states that “Naturally raising and maintaining one’s IGF-1 levels through taking Deer Antler Velvet extract can help promote improved memory, mood, and mental agility.”

27. The advertising claims identified above which Nutronics makes for its IGF-1 Plus product are false and misleading.

Nutronics Falsely Represents that its Products are Scientifically Supported

28. Nutronics falsely claims that “Nutronics Labs is... the only company to have completed clinical trials on its products.” Nutronics refers to multiple “trials conducted at the prestigious Sierra Integrative Medical Center [which] showed a 19.94% increase in serological IGF-1.” However, Nutronics links to only one such purported trial, a study purportedly performed by the “Sierra Integrative Medical Center” dated September 24, 2014.

29. However, on its face, this purported trial shows itself to be completely unreliable. Even assuming 100% absorption of IGF-1 into the body (something that is a highly unlikely), the amount of IGF-1 in the product could not raise the levels in the body by the amount Defendants claim. Given the fact that IGF-1 has a half life of only 12 hours and the amount of IGF-1 that

Nutronics claims is in each dose of its tested product, it is not physically or medically possible to raise the IGF-1 levels in the amounts reported for the study participants. There is simply not enough IGF-1 in the product to increase IGF-in the amounts reported. This means that the data must be either fabricated or erroneous and, therefore, cannot be relied upon.

30. Nutronics therefore does not have scientific studies to support the claims that it makes about IGF-1 PLUS.

31. Furthermore, scientific studies that Nutronics is aware of demonstrate that many of the claims made by Nutronics regarding its IGF-1 Plus product are false.

32. For example, a 2012 meta analysis by Gilbey, et al., entitled Health benefits of deer and elk velvet antler supplements: a systematic review of randomized controlled studies, 125(1367):80-6 NZ Med. J. (Dec. 14, 2012), found that deer or elk antler velvet supplements do not result in benefits advertised by Nutronics. The study analyzed seven randomized controlled studies (“RCTs”) that examined the effectiveness of velvet antler for rheumatoid arthritis, osteoarthritis, sexual function, and sporting performance enhancement. The meta analysis concluded that the only two RCTs that supposedly reported some positive effects of deer and elk velvet antler supplements were not convincing and that the remaining five RCTs all found that velvet antler supplements has no effect. The study also concluded that “[c]laims made for velvet antler supplements do not appear to be based upon rigorous research from human trials, although for osteoarthritis the findings may have some promise.” However, any claims regarding treatment of osteoarthritis would constitute an impermissible disease claim that could not legally be made about IGF-1.

33. In June 2003, a study by Conaglen, et al., entitled Effect of deer velvet on sexual function in men and their partners: a double-blind, placebo-controlled study, 32(3):271-8 Arch.

Sex. Behav. (June 2003), studied 32 men (45-65 years old) and their partners in a twelve-week, double-blind, placebo-controlled trial of deer antler velvet. The study found that “[t]here were no significant differences in the sexual behavior of the men taking deer velvet compared with the men taking placebo capsules,” and “[t]here were no significant hormone changes from baseline to the end of the study in either group of men.” The study concluded “that in normal males there was no advantage in taking deer velvet to enhance sexual function.”

Nutronics is in violation of the Food Drug and Cosmetic Act

34. IGF-1 Plus is not an approved drug by the FDA. However, Nutronics makes numerous disease claims, including the claims quoted and described above and including representing that IGF-1 Plus treats autism, arthritis, fibromyalgia, multiple sclerosis, diabetes, anemia, and planer fasciitis.

35. These claims that IFG-1 Plus treats diseases are illegal and are a direct violation of the Food Drug and Cosmetic Act. Because SanMedica does not make illegal drug claims about its SeroVital, the illegal claims made by Nutronics give Nutronics an unfair competitive advantage over SanMedica. These disease claims are likely to and do in fact deceive consumers.

36. In addition, Nutronics violates the Food Drug and Cosmetic act by marketing IGF-1 Plus as a supplement, but not marketing it as a product that is meant to be swallowed. Nutronic’s instructions for taking the product make it clear that IGF-1 Plus is not intended to work through being swallowed. Nutronics enjoins customers that “*It is very important to follow these directions in order to achieve optimal results!*” (emphasis in original). And then instructs users to “Hold the liquid under your tongue without swallowing for 20 seconds. This allows the formula to penetrate through your endocrine glands.” Nutronics explains that “Then the active molecules are then released directly into your bloodstream. This is how Nutronics Labs’

liposome technology is able to deliver an enhanced bioavailability!” Thus, Nutronics IGF-1 Plus is marketed as a sublingual product. Only products that are intended for ingestion may be lawfully marketed as dietary supplements. Products intended to enter the body through the skin or mucosal tissues, such as sublingual products, are not dietary supplements. Therefore, Nutronics’ IGF1-Plus products are not dietary supplements under section 21 U.S.C. § 321(ff)(2) and 21 U.S.C. § 350(c)(1)(B)(i).

FIRST CLAIM FOR RELIEF

(False advertising in violation of the Lanham Act 15 U.S.C § 1125(a)(1)(B))

37. The allegations in the preceding paragraphs are incorporated herein.

38. Nutronics’s advertising for its IGF-1 Plus product is expressly false. Nutronics is using false, deceptive and/or misleading descriptions in commercial advertising and marketing that misrepresent the nature, characteristics, and/or qualities of the IGF-1 PLUS product in interstate commerce.

39. Nutronics’s false and misleading statements, including the advertising and marketing of the product, actually deceive or have the tendency to deceive a substantial segment of their audience.

40. Nutronics’s false and misleading statements are material and likely to influence the purchasing decisions of actual and prospective purchasers of Nutronics’s products and/or SanMedica’s products.

41. Nutronics’s false and misleading statements will divert sales at the expense of SanMedica’s SeroVital product and/or have or will lessen the goodwill enjoyed by SeroVital.

42. Nutronics’s acts constitute false advertising in violation of the Lanham Act § 43 (a)(1)(B), 15 U.S.C. § 1125 (a)(1)(B).

43. Nutronics's acts and false advertising have deceived and, unless restrained, will continue to deceive the public, including consumers and retailers, and have injured and, unless constrained, will continue to injure SanMedica and the public, including consumers and retailers, causing damages to SanMedica in an amount to be determined at trial and other irreparable injury to the goodwill and reputation of SanMedica's SeroVital product.

44. Nutronics's acts of false advertising are willful, intentional, and egregious and make this an exceptional case within the meaning of 15 U.S.C. § 1117(a).

45. SanMedica has no adequate remedy at law to compensate it for all the damages Nutronics's wrongful acts have and will cause. Therefore, SanMedica is entitled to an injunction under 15 U.S.C. § 1116, restraining Nutronics, its agents, employees, and representatives from engaging in future acts of false advertising and ordering removal of all of Nutronics's false advertisements.

SECOND CLAIM FOR RELIEF

(Unfair Competition In Violation of Lanham Act 15 U.S.C. § 1125(a)(1))

46. The allegations in the preceding paragraphs are incorporated herein.

47. Nutronics has in connection with the promotion and sale of its goods in interstate commerce, made or contributed to the making of false or misleading descriptions or representations of fact which are likely to cause confusion, or to cause mistake, or to deceive purchasers and potential purchasers into believing that Nutronics's products and services are of the same or similar quality as SanMedica's products because of Nutronics's false and misleading statements as to qualities and characteristics of their products.

48. Nutronics's acts constitute unfair competition and/or induce or contribute to acts of unfair competition.

49. Defendant's acts of unfair competition have deceived and, unless restrained, will continue to deceive the public, including consumers and retailers, and have injured and unless constrained will continue to injure SanMedica and the public, including consumers and retailers, causing damages to SanMedica in an amount to be determined at trial and other irreparable injury to the goodwill and reputation of SanMedica and to its SeroVital products.

50. Nutronics's acts of unfair competition are willful, intentional and egregious and make this an exceptional case within the meaning of 15. U.S.C. §1117(a).

51. SanMedica has no adequate remedy at law to compensate it for all the damages Nutronics's wrongful acts have and will cause. Therefore, SanMedica is entitled to an injunction under 15 U.S.C. § 1116, restraining Nutronics, its agents, employees, and representatives from engaging in future acts of unfair competition and ordering removal of all of Nutronics's false advertisements.

THIRD CLAIM FOR RELIEF

(False Advertising in Violation of the Illinois Uniform Deceptive Trade Practices Act)

52. The allegations in the preceding paragraphs are incorporated herein.

53. Nutronics has made and is making false and misleading statements of fact in commercial advertisements about the products Nutronics is selling.

54. Nutronics represents that IGF-1 Plus has sponsorship, approval, characteristics, uses, benefits, and qualities that it does not have.

55. Nutronics's false and misleading statements of fact about the sponsorship, approval, characteristics, uses, benefits, and qualities of the products Nutronics is selling are material and are likely to influence consumer purchasing decisions in that consumers are misled to believe they are purchasing efficacious and scientifically supported HGH producing supplements.

56. In that consumers are misled into believing they are purchasing authentic and genuine efficacious HGH boosting supplement products, when in fact they are not, consumers of Nutronics's products are actually deceived and/or have the tendency to be deceived.

57. Nutronics's use of studies that did not study IGF-1 Plus without proper authorization from the authors of the scientific studies to use those studies in advertising causes likelihood of confusion or of misunderstanding as to affiliation, connection, association with, or certification by another.

58. In marketing and selling IGF-1 Plus throughout the nation and within Illinois via the Internet and by telephone, Nutronics placed false and misleading statements of fact about the sponsorship, approval, characteristics, uses, benefits, and qualities of the products they are selling into interstate commerce.

59. As a result of Nutronics's false and misleading representations, SanMedica has been and continue to be injured. SanMedica's injuries include direct diversion of sales, lessening of SanMedica's goodwill and reputation, lost sales of SeroVital and damage to SanMedica's existing and potential business relations.

60. As such, Nutronics unlawful advertisements and sale of IGF-1 Plus constitute false advertising under the Illinois Uniform Deceptive Trade Practices Act., 815 ILCS 510/.

FOURTH CLAIM FOR RELIEF
(False Advertising in Violation of the Illinois
Consumer Fraud and Deceptive Business Practices Act)

61. The allegations in the preceding paragraphs are incorporated herein.

62. Nutronics has made and is making false and misleading statements of fact in commercial advertisements about the products Nutronics is selling.

63. As a result of the above described actions, Nutronics has engaged in unfair methods of competition and unfair or deceptive acts or practices, including the use or

employment of deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, as well as the use or employment of practices described in Section 2 of the "Uniform Deceptive Trade Practices Act," as already detailed above.

64. Each of these violations was committed by Nutronics with the intent to defraud.

FIFTH CLAIM FOR RELIEF
(Unfair Competition)

65. The allegations in the preceding paragraphs are incorporated herein.

66. By marketing IGF-1 as a genuine HGH product when it is not, Nutronics is unfairly reaping the benefits of SanMedica's legitimate HGH research, development, and public education.

67. Nutronics' bad faith conduct is shocking and violates standards of commercial morality such that it cannot be tolerated.

SIXTH CAUSE OF ACTION
(Unjust Enrichment)

68. The allegations in the preceding paragraphs are incorporated herein

69. SanMedica has expended considerable time and resources developing its research and its goodwill and in educating the public on the benefits of efficacious HGH boosting supplements and there was a benefit conferred on Nutronics when it wrongfully took advantage of and profited from SanMedica's legitimate HGH research, development, and public education.

70. Nutronics was aware of the benefit of using SanMedica's legitimate HGH research, development, and public education and sought to acquire these benefits for itself.

71. By appropriating SanMedica's legitimate HGH research, development, and public education, without permission of or compensation to SanMedica, the Nutronics has been unjustly enriched in an amount to be determined at trial.

JURY DEMAND

Plaintiff hereby requests a trial by jury on issues so triable by right.

PRAYER FOR RELIEF

WHEREFORE, SanMedica respectfully requests the following relief:

A. A permanent injunction against Nutronics, its officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of the injunction by personal service or otherwise, enjoining and restraining them from directly or indirectly engaging in future acts of false advertising and unfair completion.

B. Judgment on all claims for the damages suffered by SanMedica as a result of Nutronics's false advertising and unfair competition, in an amount to be determined at trial.

C. Judgment directing an accounting by Nutronics of its profits by reason of its unfair competition and false advertising.

D. Judgment on the first and second claims trebling SanMedica's recovery pursuant to 15 U.S.C. § 1117, as a result of Nutronics's willful and intentional violations.

E. Judgment on the first and second claims awarding SanMedica reasonable attorneys' fees in this action, pursuant to 15 U.S.C. § 1117.

F. Judgment awarding Nutronics's profits to SanMedica, and awarding damages sustained by SanMedica and the costs of the action.

G. Judgment for punitive damages as a result of Nutronics's outrageous conduct and willful and intentional violations.

H. Judgment on all claims awarding SanMedica costs and attorneys' fees in this action.

I. Declaratory relief as requested.

J. Injunctive Relief as requested.

K. \$50,000 per violation, pursuant to 815 Ill. Comp. Stat. Ann. § 505/7(b).

L. Such other relief as the Court may deem just and equitable.

Dated: May 22, 2019

Respectfully submitted,

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